

THE CLAIM
OF
AMASA STETSON
IN TIME OF THE LATE
WAR WITH GREAT BRITAIN


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THE CLAIM

OF

AMASA STETSON,

OF MASSACHUSETTS.

ON

The United States,

FOR MONEY ADVANCED,

IN FULFILLING

THE ORDERS OF THE GOVERNMENT

WHILE DISCHARGING THE DUTIES OF

Commissary General of Purchases,

in Time of the late War with Great Britain :

AND

FOR SERVICES RENDERED.

Washington,

PRINTED BY JONATHAN ELLIOT, PENNSYLVANIA AVENUE.

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THE CLAIM

OF

AMASA STETSON,

ON

The United States,*

For Money advanced in fulfilling the Orders of the Government, while discharging the duties of Deputy Commissary General of Purchases, in time of the late War with Great Britain; and for services rendered:

The items of which are :

- 1st. Interest on \$2,081 49, (stated by me, in account rendered 30th June, 1813, as advanced to the government, and which was not repaid until May 24th, 1824, pursuant to the act of the 18th Congress.) from the 1st July, 1813, to 24th May, 1824, ten years, 10 4-5 months - - - \$1,361 30
- 2nd. Short payment of the \$5,917 80, advanced to the Government in specie, for which warrants issued in 1814-15, but not paid until Nov. 1815, and then in Treasury notes, when at a depreciation of 12½ p. ct.

Short pay of the sum I advanced,	\$739 72½
Interest thereon, from 11th Nov. 1815,	495 60
- N. B. Government having failed to pay the warrants when they were due, Congress allowed interest on them until paid, by the aforesaid act of the 18th Congress, - - - - -

* In May, 1816, the petitioner rendered his account to the War Department, when he relinquished his agency, claiming an allowance of \$12,000 25, failing to obtain which, though made, not for all that he had a right to charge, but the least amount that would indemnify him; finding, after several years exertions, every effort to obtain indemnity at that Department unavailing, Congress, at the session of 1821-2, was appealed to, and the same claim preferred, and with success similar to that which attended his reiterated applications at the Department, until 1824, when, after expending in time and money, more than \$5,000, and the lawful interest on the \$12,000 25 claimed, had increased it to the sum of \$17,773 69, the petitioner obtained, of the 18th Congress, the grant in May, 1824, for \$6,215. Thus leaving the just claim of the petitioner, almost, if not altogether, unrequited.

3rd. A commission on \$377,537 16, specie borrowed on my own credit and security, for the use and benefit of the United States; being the loans for which Congress, by the act aforesaid, provided the \$2,081 49 for repaying me the interest I had advanced on that sum, viz :

Of the State Bank of Boston (as per certificate of	
Geo. Homer, Esq. cashier,)	\$336,600 00
Hon. William Gray, - -	32,672 00
James Prince, Esq. - - -	8,265 96

\$377,537 96

a commission on which of $2\frac{1}{2}$ per cent.
amounts to - - -

9,438 44

4th. Making, or causing to be made, for the use of the Army, from materials for which I receipted the Military store-keeper, and for the re-delivery of which to him, I was made responsible, viz:

In the Clothing Department, coats, vests, and other garments, - - -	\$132,020
“ Quarter-masters, Ordnance, and Medical, and Hospital Departments, tents, knapsacks, and other articles, - -	24,973

As per abstract of returns made thereof to
the Superintendent General of Milita-
ry Supplies, - - -

8,064 76

5th. Short payment, or balance due, for services rendered in the Quarter Masters Department, and performing the duties of an issuing commissary, 3 years, 9 $\frac{1}{2}$ months; besides services in the Quarter-Master Department, the Senate of the 18th Congress admitted the services were rendered for 3 years, 3 $\frac{1}{2}$ months. but I was allowed only 3,613 64, when, by law, I was entitled, for making the issues alone, for three years, 3 $\frac{1}{2}$ months, to \$6,097 62.

Leaving a balance on the ground assumed by the
Senate, of - - -

2,478 90

6th. Amount due me as Purchasing Commissary. Having for the purchases made, and for disbursing about 700,000 dollars of the public money, received but 5,441 74: it will hardly be contended, it is presumed, that such a sum can compensate for services, to such an extent, when it is also considered, that about 100,000 dollars of the purchases were made for the Southern army, and that this claimant, for the benefit of the Government, stopped receiving arti-

cles contracted for, in a great measure, immediately on the news of peace, and cancelled most of the existing contracts with individuals, thereby depriving himself of the commission on such supplies to a large amount, after incurring most of the trouble and expense necessary to entitle himself to them; and, when it shall be moreover found, that he was deprived of the commission on articles purchased, amounting to 6,753 08, by the inability or neglect of the government to furnish funds, with which to pay for the supplies, while he continued in office.

2,349 93

1st.

It is urged in support of the FIRST ITEM, that the money was due to the petitioner, on which he charges interest, the first of July, 1813; that he then demanded it of the Government, and has continued since to claim the payment of it. If it be the rule of the Government not to pay interest, on the ground that the Treasury is prepared with funds to discharge all demands upon it, it is a ground not applicable to this case.

The embarrassments of the Treasury in the time of the late war, when this claim was urged on it, is too notorious to require proof, nor is evidence necessary to satisfy Congress, that the Government has not only paid interest, *but much higher interest*, for the depreciated bank paper, with which the loans to the Government were filled, than the six per cent. required on the specie advanced by the petitioner.

That the debt was due, that the money was advanced by the petitioner previously to the first of July, 1813, has been admitted by the 18th Congress, in the provisions of the act of May, 1824, providing for the repayment of the \$2,081 49, interest paid by him merely, without any interest whatever, on that sum.

The question is, *Will the Government withhold from the petitioner the money which he advanced for it under the circumstances of this case, until the interest on it, if paid quarter-yearly, as it pays the interest on other loans, would amount to more than the principal, and then refuse to pay the simple interest claimed?*

2d.

The SECOND ITEM is for short payment, arising from the depreciation of Treasury notes, in which specie advances were repaid: It seems, from reasons given on the former petition, this item must be sacrificed on the altar of expediency, or want of precedent, although many precedents in fact exist, *and when it is as strongly entrenched in equity and justice, as any claim can be.* The specie, for which the warrant in 1814 issued, (and from which that of 1815 proceeded,) was advanced, *in fulfilling the orders of Major General Dearborn, in the time of the expected invasion of Boston or its vicinity, in 1814, to provide camp equipage, to enable the large detachments of militia, which he had required of Massachusetts, Maine, and New-Hampshire, to take the field; when such was the alarm, that the Boston banks*

moved their specie into the country, and merchants their valuable effects for safety, and the petitioner also removed all the public property from the arsenals at Charlestown, to Pittsfield, Dedham, and other towns, and when such was the destitute condition of the Agents of the Government, and total absence of every thing like credit of the Government there, General Dearborn persisted in urging on the petitioner, his order to provide the necessary supplies for Maine and New Hampshire, where there were Commissaries; alleging those Agents were also without funds and would not provide them; that he must have them, our safety depended on it, and that the petitioner must, as he did, provide them. It was under such circumstances, the specie was advanced, for which the warrants issued; and while, too, the petitioner was without the \$2,081 49, which he had paid in 1812-13, as interest on the loans, which he had been induced to procure on his own credit, from the exigencies of the time, and pressing importunities of the Government, and when, moreover, payment had been refused by the Accounting Officer, Mr. Simmons, of the interest on those loans. Notwithstanding the circumstances under which those advances were made, a repayment was not to be obtained after the warrant issued for it, though urgently required: at length, such became the exasperation of the public creditors, from the delay of payment, and the depreciated condition of the public credit, that the petitioner could not proceed among them with the public business. Having been sued, to try the efficacy of Massachusetts laws, in recovering debts of the public Agents, the petitioner repaired to the Government at Washington for relief, and obtained only \$12,000 in Treasury notes, with which to appease a host of hungry creditors. While kept out of the money for which the warrant of \$8,592 41, issued in 1814, the petitioner was reduced to the necessity of selling, at a discount of 24 per cent. \$2000 stock, which he subscribed for at par, to the loan of \$11,000,000 at the commencement of the war, and failed to fill his subscription to the loan of 1814, which would have cost him only about 60 per cent of the amount; and the warrant for \$8,592 41, was reduced to \$5,917 89, for which the warrant was issued in 1815, by application of Treasury notes in his hands, which he sold at a discount of 25 per cent. Thus, by advancing the money, on account of the Government, required in fulfilling the orders of General Dearborn, under the extreme exigencies of the times, the petitioner not only devolved on himself additional embarrassments, but was made, on account of the Government, to lose, on the \$2,000 stock sold, 480 dollars, and by the inability to fill the subscription of 5,000 dollars to the loan of 14,000,000, 40 dollars per cent. on it, amounting to 2,000, and on the Treasury notes, by which the warrant for 8,592 41 dollars was reduced to 5,917 80 dollars, 739 72 dollars, together amounting to a loss of 3,219 72 dollars, besides difference in interest: and, by the decision of the 18th Congress, the petitioner has been made to lose the additional sum of 1,235 32½ dollars, by refusing him indemnity for the loss sustained on the Treasury notes, with which the warrant of 1815 was paid.

This item was rejected by both Houses on the ground that the principle of the claim was the same with that of many others, all of which have been uniformly rejected by the Government. If the claim be a just one, it is no answer to say that other claims equally just have been rejected, and that one man should suffer because others have been made to suffer. But it is apprehended the Government have never refunded loans of specie in Treasury notes at par. But whatever might be the rule, it is believed that it will not embrace this claim. This petitioner requests to be paid the *cost* of goods purchased by him, with his own money, for the Government. Acting as the agent of the Government, if they ratify the bargain he made for them, they agree to pay the amount which he stipulated to pay to the seller of the goods. The petitioner bought the goods at the cheapest possible price, and paid for them an amount, which, estimated by the currency of Treasury notes; is one sum, and by that of specie is another. The price he paid was equal to a certain sum in treasury notes, and the sum paid him by the Government was a smaller sum in Treasury notes; the petitioner has not been repaid the amount given by him for the purchase. The price of the goods, denominated in Treasury notes, was a higher price than the Government has paid the petitioner in Treasury notes, and he asks for the difference. As the Government received the goods which the petitioner purchased for them, he asks them to pay the price he agreed to pay for them, and if the price has been paid out of his own pocket, that it should be refunded to him, and that the cost of the goods should not be estimated in one currency, and the sum to be paid for them by the Government, in another. The difference between the sum given for the goods by this petitioner and that refunded to him by the Government, was a loan of so much money to the Government; or, in other words, the petitioner loaned to the Government the whole amount the goods cost, and *that loan has as yet only been paid in part—the balance, with the interest upon it to this time, is the amount yet due on the loan. Any sum short of that, will not pay back to this petitioner the price he has paid for the goods which he purchased as the agent of the Government—Government will not pay, in fact, the price which the Government, by their agent, agreed to pay.*

3d.

In support of the THIRD ITEM, it is contended, that this claim is within the principle of the allowance made to the late Vice President of the United States; and to Governor Blount by the present congress; and, however much the services of the petitioner may fall short, in amount or importance, of those of the distinguished and patriotic officer first mentioned, yet, it is presumed, they were of the same character. That greater necessity could not well exist for funds for any purpose, than to provide blankets and necessary clothing for the troops in that climate, and that the demand for them, at the time the money was borrowed by the petitioner, could not have been more urgent and pressing, he presumes has been already

satisfactorily shown, by documents heretofore introduced; it has, also, been shown that the money borrowed by the petitioner, was on terms far lower than the money borrowed immediately by the Government, and was expended in a manner highly beneficial to the public service. *If the labor and responsibility of negotiating these loans, and the value of his own credit thus lent to the Government, be not a subject of compensation, at times like those, when these exertions were so perplexing, burdensome, and injurious, to this petitioner, it is difficult, indeed, to perceive what services, in any citizen, could be a subject of compensation.* The allowance, on the same principle, to the Vice President has excited but one sensation through the People of the Country—of joy, that such services and sacrifices were at length regarded, mingled with a regret, that an act of such distinguished justice could have been so long delayed. Should a question still exist of the expediency of allowing this claim, let the correspondence which took place at the time, on the subject relating to them, between the Commissary General and the petitioner, which will be found among the documents in this case be referred to; and if the fiscal embarrassments of the National Treasury, in time of the war, be also considered, such doubts can no longer exist. The Treasury, in obtaining its war-loans, not only issued \$100 six per cent. stock for \$82 of the notes of banks, when at a depreciation of 20 to 25 per cent., but paid a commission for obtaining subscriptions to the loans, at such price. The Government could not realize, in specie, more than \$60, for the \$100 stock; the interest of which is paid at the Treasury quarter-yearly.

The petitioner has also been informed, that Governor Tompkins borrowed, for the United States, a large amount in the notes of the banks of the State of New York, at an interest of 7 per cent. when at a depreciation of 15 per cent.; for which, and for disbursing it, or for distributing the money among the disbursing officers, Congress have allowed him 5 per cent.: and, in this case, too, the United States have repaid those loans in specie, or paper at its specie value. Can there be a question then of the justice of this claim, where 6 per cent. interest was only paid on the specie borrowed, and where the Government not only obtained relief for the army by it, but realized, and the accounts in the Department will show it, more than \$16,000 on less than \$30,000, of the money with which 10,937 three and three and a half point blankets were purchased? Compare the prices, \$2 72 paid for them, with the \$4 to \$4½, paid for the like blankets, when Government had money to purchase them, at, and subsequently to, the 12th July, 1813, the time when funds were furnished the petitioner to repay those loans.

4th.

In support of the **FOURTH ITEM**—preparing supplies for the use of the army: *the petitioner states, that, though under this head, he performed most extensive, perplexing services, of an arduous and responsible nature, as will appear by the deposition of John Champney, and others, he rendered no claim of compensation for them, nor for other*

services which he rendered, in relation to the army: for, when the petitioner relinquished his agency, May, 1816, he claimed only to be reimbursed sums of money advanced, loss on Treasury notes, and to be allowed the pay and emoluments of an Issuing Commissary.— Having, also, rendered these services extensively, and there having by law been a definite sum provided to compensate them, this service was fixed on, in preference to that for making the clothing, &c., where there was not known to exist any established compensation.— The claim preferred to the Department of War, was for \$12,009— Failing to obtain it at the Department, and of Congress, until the interest on it had increased it to the sum of \$17,783 69; and being unable to obtain of it, as will appear by the act of the Eighteenth Congress, which passed May, 1824, but \$6,215, leaving justly due thereof, the sum of \$11,558, 69, after several years' exertions, and an expenditure of several thousand dollars. It became necessary, under such circumstances; to bring up for payment, these services, or remain poorer for the agency, notwithstanding all the exertions made in serving the Government for about four years. The petitioner's appointment was that of a Deputy Commissary of Purchases the duties of which office are provided for by the Act of March 28, 1812, sect. 5, which enacts, that "it shall be the duty of the Commissary General, under the direction and supervision of the Secretary of War, to conduct the procuring and providing of all arms, military stores, clothing, and generally all articles of supply requisite for the military service of the United States; and *it shall be the duty of the Deputy Commissaries, when directed thereto*, either by the Secretary of War, the Commissary General of Purchases, or in case of necessity, by the Commanding General, Quartermaster General, or Deputy Quartermasters, to PURCHASE all such of the aforesaid articles, as may be requisite for the military service of the United States."— The compensation fixed for their services was a commission of $2\frac{1}{2}$ per cent. on the purchases not to exceed an annual compensation of 2,000 dollars. By the provisions of this act, it cannot be doubted that *the only duty imposed upon a Deputy Commissary was the act of PURCHASING: it was in the nature of a mercantile agency to buy*, and to place the articles bought in the proper department of the public service. *It was for this agency a commission of $2\frac{1}{2}$ per cent., under certain limitations, was provided by law.* But the services of the petitioner were of a far different and more arduous character.— Not only were immense purchases made by him, but he was also employed in the additional duties of an issuing Commissary—in the office of distributing as well as in that of collecting the supplies. That this additional duty was also to be compensated, was so obvious that both Houses of Congress have already made a partial provision to that effect. *The duty of an issuing or special Commissary is provided for by the act of March 3d, 1813, and made to consist of "receiving from the Commissary General of Purchases, or from his deputies, and of distributing to the Regimental Quartermasters, and to such officers as may, by the Secretary for the War Department.*

be designated, *the clothing and other supplies purchased by the Commissary General* aforesaid, or his deputies, and destined for the use of the troops belonging to the army, or in the vicinity of the place to which such Assistant Commissaries may respectively be attached; and said Assistant Commissaries shall, whilst employed, be entitled to the pay and emoluments of a Deputy Quartermaster General." The two officers provided for by the several sections, were intended, on the one part, for the collection of supplies, and, on the other, for the distribution of them to the points where the public service required them. That this petitioner performed both these duties, has already been proved to the satisfaction of Congress; and if he had performed no further service, he would, on this account, have no further claim, *except for such a portion of his pay as an issuing Commissary, as was not included in the grant already made to him.* The law contemplated that clothing, among other articles, was to be purchased by the Commissary; and that the clothing, would be delivered to, and distributed by, the Issuing Commissary. But such was the scarcity of proper materials, during the war, that it was found impracticable to contract with persons to supply the clothing. From such causes *the orders to this petitioner were, generally, in the most pressing and explicit form, to purchase the materials,* and such orders were duly complied with. To have those materials made up, was a duty not, apparently, contemplated or provided for in the law, but it was one which this petitioner readily discharged without questioning his liability to perform it. It is apparent, that *the petitioner could have contracted with some person for the making up of these materials in proper form, as he now understands was the practice of the Commissary General and other Deputy Commissaries,* and his duty would have been confined merely to superintending the operation—a duty, though not probably belonging to his office, yet one which might have been discharged with little comparative labor. The lowest rate, at which such person could have undertaken this service, would have been a sum sufficient to pay the laborers employed, and to pay him for his time, and the responsibility of the service. *Your petitioner, however, performed the service in the whole operation himself; and if by it, he devolved on himself a responsibility and perplexity to which the Commissary General and others, were strangers, who adopted the different course, he has the satisfaction to believe Government derived advantages from it worthy of consideration, and such as Congress will duly compensate,* in addition to the pay of a Purchasing and Issuing Commissary.—

From the nature of the business and orders received, the petitioner could not feel himself justified in committing the public interest to the charge of any person, wherein it was so much exposed, as it must be in the transformation of cloths into garments; he, therefore, in discharge of the trust reposed in him, drew the materials from the public store, receipted to the military store keeper for them, and assigned them to their appropriate use. Some of them were sent to the clothier to be fulled and dressed, others to the dyer to be dyed. The petitioner

employed the work people, delivered to them the materials, and received from them the garments; and *attended to the business himself, in every stage of it, until the clothing was re-delivered into the arsenal; prepared to be issued, and for transportation, and the store-keeper's receipt taken for it.* *This arduous part of his duties, which kept him in constant and indefatigable employment to the latest hour of the night as it has been made to appear by the most respectable depositions already in the case, has never been compensated.* He asks, then, for such an allowance, under this head, as would have been paid to any one who might be employed to furnish clothing from the materials thus purchased; who would have taken the materials in the state purchased by the Commissary, and returned them in clothing after a given pattern. The Government has, heretofore, been charged only the sums actually paid to the different workmen employed by the petitioner. *The arduous duty of employing numerous workmen, of distributing to them the materials, of arranging them for the objects to which they were suited, of examining, in minute parcels, the materials as they were taken away, and of the garments as they were returned; of superintending the work, and of paying the workmen; and, in effect, having the whole labor and responsibility of a contract for supplying clothing from materials furnished, devolved on this petitioner.* That he has not claimed it before, is simply because he supposed his services, in these various respects, would have been compensated by an allowance to him of the claim before made.

If it be objected that the duty of a Purchasing Commissary included services of this nature, it is apprehended that such a position cannot be established. For, suppose the petitioner had purchased, in one year, a quantity of materials sufficient to clothe the whole Northern army, during a period of three years, his commission on such purchases could not exceed two thousand dollars: yet, if it was his duty, as Commissary, to have these materials made up into clothing, he might and would have been employed several years in this object without the possibility of receiving any compensation after the first year. To have superintended the labor of making up these materials; to have employed each of the different workmen; to have delivered them the materials in small parcels, adapting them specifically to the object to which they were designed; receiving, from time to time, the clothing as it was made, and settling the various accounts with the workmen, *would have required, at least, five times the period requisite for the purchase of the materials.* It was, in its own nature, an essentially different occupation from that of purchasing supplies, and can no more be ranked among the duties of a Commissary, than if the government had directed him to procure a quantity of salt petre: it would have been his duty, as such, to have caused it to be manufactured into powder, without any compensation beyond a commission on the purchase; or, if the Government had purchased a quantity of flour, it would have been incumbent on this petitioner to have had it baked into bread. That hundreds of workmen could not be employed for such objects, without requiring the constant care of an agent, is ob-

vious; and that the services of such an agent would have been entitled to a compensation equivalent to the time he employed, and the responsibility he incurred, cannot, it is presumed, be disputed. *Yet such services were rendered by this petitioner, and he caused materials to be worked up under his own directions, to an immense amount, making, in the period of nearly three years, about 14,000 coats, and more than 130,000 other garments, as appears by the abstracts, herewith annexed, of his returns to the War Department. That he was indefatigably employed during the course of this time, in this object, appears by the depositions already produced, of John Champney, Joseph Davenport, and Davis Boardman. That he performed it himself, in the most economical manner, measuring the materials delivered to each workman, and examining critically the manufacture returned, and, generally, the complex and various duties which such an occupation requires, has been made to appear by the same depositions. That he paid no other person for the agency of this work, and that the Government has, in fact, been charged no more than the sums actually paid to the laborers in his employ, also appears by the accounts of this petitioner, settled with the War Department. By the depositions accompanying this petition, it appears that the Government would have been obliged to pay any other person for similar services, a sum larger than is claimed by this petitioner; and, if the clothing had been purchased ready made, the lowest price would have been the first cost of the materials, of the labor employed, and a much greater sum for profits of the contractor. Knowing the transformation of cloths into garments, to be a process of doubtful result, and one in which the public interest was greatly exposed, the petitioner having been charged with this business, gave himself no repose, till a system of security was devised, and the quantity of cloth necessary for the respective garments, ascertained; and having demonstrated a saving of about 14 per cent., or 4-30 could be made, compared with the quantity which had been issued to the tailors under the old system of the Purveyor, Mr. Cox, as the deposition of D. Boardman, shows, a system was adopted based on this calculation. But, in giving effect to the new system, by which the work people* were deprived of such booty the old Inspector of Clothing was replaced by J. Davenport, from the country, and a new set of work people procured from the neighboring towns. This system was not, however, to be kept up and made effectual, without a vigilance, constancy, and energy, painful to maintain. The petitioner, however, exercised those faculties in this business, as the deposition of John Champney tends to show, and in every thing else committed to his charge; and the Government must have realized from their exercise, immense advantages, for, on the 132,020 coats, vests, overalls, shirts, and garments, in the clothing department, merely,*

*A Mr. Bradford, who refused to make clothing after the new pattern, since told the petitioner he made the clothing for the Oxford army, under Gen. Hamilton; that he gained more to himself from the cloths saved, of the pattern delivered him, than his pay amounted for the work, in making the clothing.

which the petitioner caused to be made, as the abstract shows, the Government realized, in the 4-30, a saving of materials for 17,602 garments of the different kinds, which, at that time, must on the average, been worth 2 dollars 50 cents each, amounting to 44,005 dollars. A want of data precludes the petitioner from showing other advantages, also, which the Government derived from the manner in which he applied himself to the making of the 24 937 tents, knapsacks, and other articles, which the abstract aforesaid shows he caused to be made in the Quartermaster's Department, Ordnance Department, and in the Medical and Hospital Department.

That the duties of this petitioner, as Commissary, did not include such services, the law shows; and it further appears by a comparison with the similar office of the Navy Agent. An instance it is presumed, cannot be found in the United States, where a Navy Agent has been required to employ laborers for the manufacture of materials into clothing for navy supplies; he has, in such cases only, contracted with the principal, leaving to him the employment, direction, and superintendence, of the laborer, and paying him a fair equivalent for such services, in addition to the actual cost of the labor he employed.

The accompanying documents show what a reasonable compensation would be for such services, and what the Government must of necessity, have paid, if they had expressly hired them, and would have paid in the price of the article, if the clothing already made up had been purchased. *A reasonable compensation for such services is now asked by this petitioner, and it is difficult to perceive any principle on which it can be denied; it is only asking such compensation as the Government would have paid to a responsible superintendent, if this petitioner had employed one, and which cannot afford a less reasonable demand, when performed by one of their own officers, in times of critical interest, and in pursuance of the most pressing and earnest solicitation.*

5th.

In explaining the FIFTH ITEM, the petitioner states, that, in the course of the war, he performed various services in the Quartermaster's Department, and *issued all the ammunition and other munitions of war required, from the great depot of stores for the North, at Boston and Charlestown, for the forts, the field and recruiting service, and also for the hospitals and prisoners of war, who, or most of whom, were returned to that district; which duty, for want of responsible officers, and in consequence of informal and irregular applications made for supplies, was both perplexing and responsible.—* There having been no regular officers of the staff of the army at that station, except the military storekeeper, *the petitioner was required to perform almost every other service relating to the army, devolving on him, in the execution of the orders received, intense application, great sacrifices, and responsibility, as the deposition of John Champney and others, prove. All these services the petitioner performed,*

and to greater extent, he presumed, than the whole army under the peace establishment could require; for which the Government have been paying 7,800 dollars per annum. The petitioner, however, performed all those services for 3 years 9 1-3 months, from the 6th August, 1612, to the time of his resignation, 16th of May, 1816, and was allowed for them by the act of May, 1824, 3,618 dollars, 67 cents, when the Senate admitted, by the acceptance of the report of the committee, that the petitioner was entitled to the pay and emoluments of an issuing commissary for 3 years 3 1-3 months, which amounts to 6,097 dollars 62 cents, more by 2,478 dollars 95 cents, than Congress, by the aforesaid act, provided for the payment of that difference, amounting to 2,478 dollars 95 cents, is what the petitioner asks now to be allowed.

6th.

In support of the 6th item, the petitioner having disbursed seven hundred thousand dollars, in payment for the supplies purchased, government allowed therefor at the Treasury but the sum of 5,441 dollars 74 cents, while the law provides the compensation to a Deputy Commissary shall not exceed two and a half per cent. nor in any instance the sum of 2,000 dollars per annum. The 2½ per cent. having amounted to 17,500 dollars, the petitioner claimed 2,000 per annum, for 3 years 10½ months, while he performed that service, amounting to 7791 dollars 67 cents. To this claim the Government objects; it, however, allowed the 2,000 dollars per annum, when the per centage amounted to more than four times that sum, but will only allow the 2½ per cent. when the per centage fell short of that amount, and thus reduced the 7,791 dollars 67 cents claimed, to the 5,441 dollars 74 cents allowed. Can this reduction comport with the spirit of the law? Could Congress, while offering a commission of 2½ per cent. not to exceed 2,000 dollars per annum, intend to *refuse* to Deputy Commissaries both the 2½ per cent. and 2,000 dollars also? Should a construction be given to the letter of a law that destroys the vital principle of the law? Under the old system. Government paid the Military Agents 5 per cent. commission, which compensation was, by the law of March 28th, 1812, reduced, with the restriction, to 2½ per cent., the lowest known among merchants, for the purchase of goods. Can Government then refuse the 2,000 dollars claimed, when it amounts to but about 1 per cent., or two-fifths of what Congress ostensibly promised to pay? *The responsibility merely* of receiving 700,000 dollars and paying it out, after the articles were purchased, was worth more than the 5,441 dollars 74 cents, which has been allowed, and no prudent man would incur the risk for a less sum, in time of that disorder to which war operations give rise. Since the war, Congress provided for paying the Commissary General 3,000 dollars per annum, and two Deputy Commissaries, each 2,000 dollars, when the whole supplies were of less amount than that purchased by the Petitioner *in time of war*.

Will Congress then refuse the amount claimed for making such purchases? And when *large quantities of the articles purchased were*

for the southern army; as will appear in the correspondence with the Commissary General at page 25 of the documents; and in justice, those should be paid for, as extra services, for the Government appointed Deputy Commissaries to each military district, not merely for drawing supplies from the different sections of the United States, but to keep the amount of purchases, by each, within the bounds contemplated by law.

The Petitioner, moreover purchased, which the Committee, by the report, admit, 6,753 dollars 7 cents, for which nothing whatever has been paid him. Why then should Congress reduce the compensation claimed, when the per centage amounts to so much more? Is it for preferring merit to money, or is it for having regarded more the wants of the army than his own pecuniary interest?

The Petitioner commenced his purchases with his own money, advanced Crosdale and Gibson 36,000 dollars, to secure to the Government an invoice of blankets and cloths, which could not have been otherwise bought, and for which Government was not charged, even for interest on the money, as will appear in the correspondence with the Commissary General, at pages 26 and 31, to secure ten bales of cloths. Money was also borrowed without charge for it, and advanced to Munroe and Grovesnor, when he might have had a 1,000 dollars to relinquish the contract. 3,273 point blankets were also secured to the government at several thousand dollars below their value, which he purchased with his own funds, at a sale of prize goods at Salem, when the Government was owing him more than 50,000 dollars, for which blankets, or as a profit on them, the petitioner was offered 3,000 dollars, and urged to name a price that he would take for the bargain.

The Petitioner made for the Government 20,347 dollars, by prevailing on artizans to originate the manufacture of trimmings for the dress and ornaments for the soldiers, and 16,000 dollars by the purchase of blankets, for which he advanced the money, the particulars of which will be found at the 32d page of the documents.

Is it so common to find Public Agents, foregoing such personal advantages, and making such exertions to serve the Government and promote its interest, at their own expense? Is it of so little consequence, how the public is served by the Government Agents, that such conduct and such exertions as were made in saving the 16,000 dollars, and the 20,347 dollars, which the Government realized in those cases, are to be considered unworthy of the consideration of Congress; and when too, even if the case of the petitioner is not without a parallel, *the exertions and sacrifices*, by which the Government have realized so many and extensive advantages, *were altogether gratuitous.*

Documents.

A.—No. 1.

STATE BANK, BOSTON, Nov. 9, 1824.

I certify, that it appears by the books of this Bank, that Amasa Stetson, Esq. paid for interest on notes discounted, from October 15, 1812, to July 1, 1813, eleven hundred and sixty-eight dollars and sixty-six cents, a schedule of which is hereunto annexed. It also appears, by the books of the bank, that the money borrowed by him was appropriated to pay demands on him as Deputy Commissary, to 31st March, 1813; his accounts as Deputy Commissary, on said 31st of March, appearing to be overdrawn fifty-five thousand five hundred and four dollars seventy-eight cents; and by his private accounts of the same date, there appears a balance due him of fifty-six thousand and forty-nine dollars eighty-two cents, at which time the government of the bank determined that the accounts should no longer stand in that way; and his private accounts was debited, and his account as Deputy Commissary credited accordingly.

GEORGE HOMER, *Cashier.*

Notes discounted at the State Bank for Amasa Stetson, Esq.

<i>Date.</i>	<i>Promiser.</i>	<i>Endorser.</i>	<i>Amount.</i>	<i>Discount.</i>
1812,				
Oct. 15,	Amasa Stetson,	Jacob Canterbury,	\$3,100	7 75
19,	do	do	500	6 92
Nov. 5,	do	Collateral Security,	7,200	72 00
16,	do	Jacob Canterbury,	5,000	16 66
Dec. 3,	do	do	12,000	30 00
"	do	do	5,000	12 50
17,	do	do	17,000	51 00
31,	do	Collateral,	7,200	72 00
1813,				
Jan. 4,	do	Jacob Canterbury,	17,000	42 50
18,	do	do	17,000	42 50
Feb. 1,	do	do	17,000	42 50
15,	do	do	15,000	37 50
25,	do	do	15,000	37 50
"	do	Collateral,	7,200	72 00
March 1,	do	Jacob Canterbury,	15,900	37 50
22,	do	do	30,000	75 00
April 5,	do	do	25,000	75 00
22,	do	Collateral,	7,200	72 00
29,	do	Jacob Canterbury,	3,000	9 00
22,	do	do	15,000	37 50
May 6,	do	do	15,000	37 50
17,	do	do	5,000	12 50
20,	do	do	18,000	54 00
31.	do	do	5,000	15 00

June	3,	Amasa Stetson,	Jacob Canterbury,	18,000	60 00
	17,	do	Collateral,	7,200	72 00
		do	Jacob Canterbury,	5,000	15 00
	21,	do	do	18,000	45 00
July	1,	do	do	5,000	8 33
				<hr/>	<hr/>
				\$336,600	1,168 66

A. No. 2.

Statement of moneys loaned to Amasa Stetson, Esq. by William Gray.

1812.	Nov. 13.	Cash paid J. Torrey & Son	-	\$21,672
1813.	April 3.	Cash paid to Amasa Stetson	-	6,000
"	" 26.	do do	-	5,000
				<hr/>
				\$32,672

S. Dow has examined the books, and finds the above sums paid for the account of Amasa Stetson.

WM. GRAY.

A. No. 3.

OFFICE OF DISTRICT MARSHAL, MASSACHUSETTS, }
Boston, January 15, 1818. }

This may certify, that, on the thirteenth day of April, 1813, at a sale of prize goods, for a private armed vessel of war, Amasa Stetson, Esquire, Assistant Commissary General, made *cash* purchases to the amount of eighty-two hundred and sixty-five dollars and ninety-six cents: that on his stating that he was not in cash from the Government to discharge the bill, an arrangement was made to take his note, payable for this sum in sixty days, on interest; and when he paid the note, the interest thereon, and which he paid, was eighty-two dollars and sixty-six cents.

JAMES PRINCE,
 Marshal Massachusetts District.

B. No. 1.

ABSTRACT of the Returns made to the Superintendent General of Military Supplies, by Amasa Stetson, Deputy Commissary, of the Clothing and other articles made and prepared by him for the Army in time of the late War.

Date, or time to which the returns were made.	Cloaks.	Watch Coats.	Coats.	Vests.	W. Overalls.	L. Overalls.	Frocks.	Trowsers.	Gaiters.	Shirts.	Bed-sacks	Sheets and Pillow cases.	Tents.	Knapsacks.	Horse hides dressed.	Canteen cords.	Drum slings,	Mess pans.	Shot canisters.
1813. 4 quarters, ending 30th June	91	132	7800	6450	12009	11922	5316	4969	4703	27900		581	1349	2631		4308			
" 2 do do 31st Dec'r	59		1221	1791	1738			180	860	8000				2900		1000	100	160	100
1814. 1 quarter, ending 31st March			2001	1476	2046	2510	3010		2550	506		290		285				224	
" 1 do do 30th June	29		1183	30	1775	3308	131		451	7641		660		25158				235	
" 1 do do 30th Sept'r			653	1284	273	4	342	5	2	851				816				1344	
" 1 do do 31st Dec'r		22	707	5	1492	2			88	302									
	197	154	13565	11036	21133	18846	8799	1154	8654	44500		1461	2165	8713	5158	5308	100	1953	100

THE UNITED STATES, TO AMASA STETSON, Dr.

To making or causing to be made, from articles receipted for, and for which he was made responsible for the re-delivery into the Public Store, to the Military Storekeeper, when prepared for the army, 13,998 Cloaks, Coats, and Watch-coats, as per above abstract, at ten cents each,

" Making, &c. 56,169 overalls, vests, and trowsers, at five cents each	389	80	
" " 8,654 pair gaiters at 4 cents each,		808	45
" " 53,299 shirts and frocks, at 4 cents each		346	16
" " 1,476 bed-sacks, sheets, and pillow cases, at 5 cents each		2,131	96
" " 2,165 Wall and common Tents, at 25 cents each		58	44
" Dressing 5,158 horse-hides, at 5 cents each		541	25
" Making 8,713 knapsacks, at 5 cents each		237	90
" " 5,408 Drum Slings and canteen cords at 1 cent each		435	65
" " 2,053 Mess pans and shot canisters, at 2 cents each		54	08
		41	06

Dollars, 8,054 78

C. No. 1.

I, John Champney, of Roxbury, in the commonwealth of Massachusetts, of lawful age, testify, depose, and say, that I was employed as an Inspector, in the United States' Commissary's Department, of the purchases made by Amasa Stetson, Esq. Deputy Commissary, from March, 1813, until the close of the war; and during a large part of the time, to wit, from the time Joseph Davenport resigned, in the summer of 1813, I was employed also as an Inspector of Clothing.— On leaving this employment, I was appointed to an office in the Custom House, and now hold the office of Weigher and Gauger. I have, heretofore, given a deposition in regard to the petition of said Stetson, which is printed among the documents in support of said petition, and is marked T. No. 2, which deposition is correct in all the particulars therein stated.

Quest. by Amasa Stetson. Will you please to state, whether, during the time you continued with me as inspector, I performed any services for the Government, in addition to the purchasing and issuing of army supplies, and, if so, what those services were?

Ans. I stated, in my former deposition, that the cloths, duck, &c. bought for the army, were, by the said Stetson, drawn out of the public store, and made into clothing, tents, knapsacks, &c. for the use of the army, and delivered a second time into the public store, and the storekeeper's receipt taken for the same. These materials were generally drawn from the public store, after they had been receipted for by the public storekeeper, and made into articles in a state for use; and great numbers of persons were employed in the manufactures aforesaid, with whom accounts were separately opened and adjusted, by said Stetson. The measures adopted by him, to prevent a waste of the materials, and to secure a return of as many articles as it was possible to have made from the materials, were remarkably exact, minute, and laborious, and were a subject of complaint from the persons employed; that such strictness was unprecedented; and the number of garments, in conformity to the pattern, required from the same quantity of materials, such as had never been exacted before. The manner of Mr. Stetson, was to measure the contents of every piece of cloth he delivered, in square inches, and to require the number of garments to be returned, which the cloth could make.— There was no departure from this mode, although its execution was attended with extraordinary labor, and productive of dissatisfaction from the persons employed. The patterns employed by Mr. Stetson, were adapted to the different sizes of men, in the proportion they were required for the use of the army; and the saving thus made to the Government, in the quantity of materials requisite for the same supplies, was a subject of general remark from every one conversant with the transaction. The pecuniary saving to the Government, accomplished by these means, I considered, from the immense quantity of clothing thus made, must have been a sum of very great magnitude. As to the services performed by the said Stetson, not required by the duties of a purchasing or issuing commissary; it is

out of the power of this deponent to draw the line between the duties required by those offices, and those which were not; but this deponent knows, that said Stetson was called upon for every kind of supplies needed for the army; not only to issue supplies in the clothing department, but also in the ordnance department, quartermaster's department, and medical and hospital department; and often required, by the Commanding General, to issue for the returned prisoners of war, and for portions of the militia, called out on the seacoast in this quarter, and were made as well for New Hampshire and Maine, as in this military district. This deponent further states, that such was the difficulty of procuring materials for proper supplies for the army, that it was frequently necessary to purchase large quantities of materials, in such a state that much additional labor was requisite to bring them into a state in which they could be made up into supplies; that for instance, quantities of flannels were purchased, which had to be fulled and dressed to be made into cloth; that a large quantity of cloth was purchased, which had to be dyed; that a large quantity of hides were purchased, which had to be dressed and cut, before they could be made into knapsacks; besides other articles in a similar state. This additional labor was procured by the said Stetson, and performed under his care and superintendence, and accounts opened and adjusted with the persons employed. This deponent further states, that the said Stetson collected arms, accoutrements, and clothing, from different recruiting rendezvous within this military district, where they had been kept by different officers in the recruiting service, some of which were distant forty miles from Boston, and which were all placed by said Stetson, in the public stores, and an account rendered of them. The said Stetson, also, had the care of the public arsenals within this military district and went frequently, sometimes three or four times a week, to the arsenals, to superintend the safe keeping of the public supplies contained in them; and, during the war, the articles contained in the said arsenals were removed by said Stetson, to a place of safety, at the time of the alarm of an attack from the enemy, and guards were provided, at his request, to guard them before their removal. It is impossible for this deponent to enumerate all the services rendered by said Stetson, in regard to the public supplies; he will only state, in general, that he was called upon for every kind of service, in purchasing and issuing public supplies, in collecting materials, in getting them wrought into a state for use, and in having them made up into articles needed; that his attention to these duties, as stated in a former deposition, were indefatigable, engrossing his whole and undivided attention, from an early hour in the morning until a late hour at night, not only on week days, but frequently, also, on Sabbath and holy days; and, in the language of my former deposition, of all the business, public or private, with which I have been acquainted, I never knew any one more devoted to it than said Stetson was, in the discharge of these various duties.

Quest. by Amasa Stetson. What number of persons do you suppose were employed by me, individually, in preparing and making up the materials as before stated; persons with each of whom I opened and adjusted accounts, independent of such persons as they themselves employed under them, to aid them to do the work—and what portion of my own time was taken up in the performance of these services, in addition to those I rendered in purchasing and issuing military supplies?

Ans. I find, from examining the books of account, opened with the various persons employed by you in the services beforementioned, and with each of whom you opened accounts, that there were one hundred and six. These persons resided in Boston, and in all the neighboring towns within ten or fifteen miles. The necessity of employing persons at such a distance, arose from the strict accountability which you introduced, and which required so large a quantity of articles from the quantity of materials. The materials were generally delivered weekly to these persons, and, on the return of the articles made up, additional quantities were delivered. As to the proportion of your time, which these duties took up, I should judge, from the best opinion I can form, that it was a larger part of the time than was taken up for all the business of purchasing and issuing supplies.

JOHN CHAMPNEY.

Boston, December 17, 1824.

COMMONWEALTH OF MASSACHUSETTS. }

Suffolk, ss. Boston, December 17th, 1824. }

Personally appeared, this day, before me, the abovenamed John Champney, and made solemn oath to the truth of the above deposition, by him subscribed.

HENRY ORNE,

Justice of the Peace, and one of the Justices of the Police Court.

C. No. 2.

I, Darius Boardman, of Boston, in the Commonwealth of Massachusetts, Inspector in the Custom House Department, of lawful age, to testify, depose, and say, that I have, heretofore, given a deposition in regard to petition of Amasa Stetson, Esq. which is among the printed documents in support of said Stetson's petition, marked T. No. 1. which deposition was correct; as to the circumstances more particularly than are therein stated, I would say, that while I was with said Stetson, during the period of nearly one year, as an inspector of articles of leather, that his attention to the duties of his office was unremitted, and his care of the public interests, as great as any which the most prudent man could have bestowed in attending to his private affairs. The expenditures in his department were regulated by the closest economy, and his system of accountability, in the highest degree, exact and particular. When I first went with Major Stetson, the practice was to give out a certain

quantity of cloth to make a garment of a given pattern; and soon after I went there, the quantity of cloth to make the pattern was reduced. This occasioned a good deal of difficulty with the people in the practice of making up the materials, many of whom afterwards refused to work on those terms. The way Mr. Stetson, ascertained the quantity of cloth necessary for a garment of a given pattern, was, by employing some confidential person to make a garment and thus to ascertain the whole quantity of cloth necessary for a garment, of that pattern; after this he would measure each piece of cloth delivered out, and ascertain its contents in square inches, and require from the workmen as many garments as the cloth was able to make, according to the standard he had ascertained to be correct. According to my best recollection at this time, the saving thus effected was about four-thirtieth parts—thirty-four coats being made out of the same quantity of cloth, which before had produced only thirty. The garments, thus made, were still sufficiently large, and appeared to be equally as large as when a greater quantity was used. As to the time which Mr. Stetson devoted to the business of getting materials made up into military supplies, I had not, from my situation, so good an opportunity of judging it as Mr. Champney had; but I know it was very considerable, and that his duties were very laborious, extending into a late hour of the night. By his unremitting attention and exact system, I have no doubt a great saving in expense was effected to the Government; the time he bestowed in causing materials to be made into supplies, in the very exact and minute manner he attended to it, according to my best judgment, must have been at least five hours in the twenty-four, and was at least one third of the whole time employed in this business, together with that of purchasing and issuing army supplies. His manner of employing and superintending the work-people in making up the materials, so far as the same came within my knowledge, while I was with him, is truly stated in the second deposition of John Champney, recently taken, who, however, had better opportunities than this deponent, of knowing the exact details of the business.

DARIUS BOARDMAN.

COMMONWEALTH OF MASSACHUSETTS, }
Suffolk, ss. Boston, December, 17th, 1824. }

Personally appeared before me, this day, the abovenamed Darius Boardman, and made solemn oath to the truth of the above deposition, by him subscribed.

HENRY ORNE,

Justice of the Peace, and one of the Justices of the Police Court.

C. No. 3.

I, Joseph Davenport, of Roxbury, trader, testify and say, that I was prevailed on by Amasa Stetson, Esq. to accept of the appointment of an Inspector of Clothing, in the United States' Commissary Department, in the beginning of the year 1813, and continued in

that office until the Summer afterwards, when, finding it unpleasant to return home, a distance of four miles, at an hour so late, as I was for the most time under the necessity of doing, I resigned; that, during the time I was employed as Inspector, the Commissary was so intent in his application to the public concerns, that he declined a re-election to our Senate, and resigned the office of Director in the State Bank; that, for the greatest security in the transformation of cloths into garments, a process which, under the greatest caution, is somewhat of doubtful result, the Commissary having reduced the contents of garments to square inches, required that cloths, before they were delivered to the work people, should also be reduced to square inches, to ascertain the number of garments and size of them which should be returned. The delivery of materials, return of clothing, sizing of it, and packing stores for transportation, was, for the most part, a business for the evening, that the Commissary might superintend it himself. Indeed, when the Commissary was not engaged in out-door business, he was constantly employed in superintending the various branches of supplies in all the stages of their operation.

JOSEPH DAVENPORT.

Suffolk, ss.

Boston, Massachusetts, January 5, 1820, personally came Joseph Davenport, of Roxbury, a person of respectable character, and made solemn oath, that the foregoing deposition, by him subscribed, contains the truth, on the subject-matter to which it relates.

Attest,

STEPHEN CODMAN, *Justice of the Peace.*

D. No. 1.

I, Lemuel Bradlee, of Roxbury, in the county of Norfolk, and Commonwealth of Massachusetts, of lawful age to testify, depose and say, that I am by trade a tailor, and have been occupied in that trade for the last thirty years. During the late war with England, I was employed by Amasa Stetson, Esq. Deputy Commissary, to make various articles of clothing for the army, out of materials furnished me by said Stetson. I was well acquainted with said Stetson's manner of getting clothing and supplies made up for the army, and know that his attention to his business in the public service was constant and unceasing; and that he used the greatest efforts to have the clothing made up in the best and most economical manner, in which he was completely successful. I have this day perused a deposition given by Mr. John Champney, dated the 17th instant, in relation to this business, and know that the statement therein contained, of the manner in which Mr. Stetson employed persons to make up clothing, delivered them the materials, and received back the garments, is correct, and such as I should repeat in detail.

Question, by Amasa Stetson. What would be a reasonable compensation for any person, to have been employed to perform the services I did in taking the public stores, employing persons to make them up, examining minutely the materials and articles when returned, settling the accounts, and the services generally rendered by me, so far as they came within your knowledge, in procuring

clothing to be made up out of materials owned by the Government?

Answer. I should think the lowest price at which any one could undertake to perform those services, in getting clothing made up, which I knew you to perform in the manner you did it, would be twenty-five cents for each suit of clothes, this would be too low compensation, unless the quantity was sufficient to keep the person generally employed. By a suit of clothes I mean one coat, one vest, one pair of pantaloons, and one pair of gaiters. This sum of twenty-five cents a suit, I suppose to be paid in addition to what it cost to pay the laborers who performed the work; and in regard to the clothing I made up, in addition to what said Stetson paid me. In apportioning this sum of twenty-five cents among the different articles constituting the suit of clothes, I should estimate the compensation for each coat at thirteen cents, and four cents for each of the others; the vest, pantaloons, and the pair of gaiters. I have no doubt the Government saved more than this amount in each suit of clothes, from the manner in which the service was rendered by Mr. Stetson, and from the great care and vigilance which he bestowed upon the subject.

Question, by Amasa Stetson. Suppose the Government had contracted with any one to furnish a given number of articles of clothing, including the furnishing of the materials, the labor, and the superintendence—could any one have contracted to furnish them at a less price than one which would pay for the first cost of the materials, the sum to be paid the laborers; and another sum, and how much, on each suit, for the contractor's care, responsibility, and services?

Answer. If the Government had offered to contract with me for the clothing, I finding the materials, and employing all the workmen, I could not have supplied them with clothing thus made, without a price which would have refunded to me the cost of the material, the sum paid the workmen, and at least an additional sum of one dollar on each suit. If the Government had purchased the cloth, I could not have gotten them made up without twenty-five cents on a suit more than I should be obliged to pay for the labor employed to make up the cloths.

Question, by A. Stetson. If I were allowed twenty-five cents on a suit for my services, would the clothing I procured to be made up, cost the Government any more than they must have paid if they had purchased them, or caused them to be made up in any other way?

Answer. With the allowance of twenty-five cents a suit to Mr. Stetson for his services the clothing must be estimated to have cost only the lowest fair price, and would be cheaply purchased by the Government at that rate.

LEMUEL BRADLEE.

Commonwealth of Massachusetts,
Suffolk, ss. Boston, December 17th, 1824.

Personally appeared before me, this day, the above named Lemuel Bradlee, and made solemn oath to the truth of the above deposition, by him subscribed:

HENRY ORNE, Justice of the Peace,
and one of the Justices of the Police Court.

D. No. 2.

I, Thomas Kendall, of Boston, in the Commonwealth of Massachusetts, of lawful age do testify, depose and say, that I am, by occupation, a merchant tailor, and have been engaged extensively in that occupation for the last thirty years, and have, in the course of that time, made up a great quantity of military clothing. I was not acquainted with the details of Mr. Stetson's business, while a Commissary of the Government, but knew generally he was so arduously employed, that I considered a sound mind and a strong constitution necessary to have performed the duties I knew him to perform. From my knowledge of Mr. Stetson's character and usual course of business, I have no doubt he attended with great industry and fidelity to the business entrusted to him, and caused it to be performed with the greatest possible economy. I have read the deposition of John Champney, this day given, in aid of said Stetson's petition.

Question, by Amasa Stetson. What would be a proper compensation for any agent to have taken materials from the public stores of the Government, and caused them to be made up into army supplies; performing, in this duty, only what was necessary to have it faithfully executed; say materials for the clothing department?

Answer. I suppose the materials to be purchased by the Government, and the agent to adapt the materials to the proper garments, to employ various individuals to perform the work, to pay and settle with them, to examine carefully the articles returned, the workmanship of them, and that the materials were properly accounted for. To have performed this duty, where a few hundred suits were made up, I should consider one dollar a suit as the lowest compensation for which it could have been afforded; but, if the quantity had been large, say several thousand suits in a year, I should think fifty cents a suit the lowest adequate compensation. I could not have done it myself at so low a rate, and think it could not be done at so low a rate by any man who has much other business. This sum of fifty cents, I suppose to be over and above what I should have been obliged to pay to the various individuals whom I should have employed to do the work—above the sum to be paid to the persons employed, as Mr. Stetson appears to have employed them, by Mr. John Champney's deposition.

Question, by Amasa Stetson. Could the Government procure clothing for the army in any other way at a lower rate, than by purchasing materials at a fair price, paying the workmen as I employed them, and allowing the compensation of fifty cents on each suit?

Answer. It is my opinion that no man, in his senses, could have contracted for the work without a compensation equal to what is stated in the last interrogatory; and if the cloth had not been found by the employer, but was to be purchased also, I should consider the compensation must have been as much more as to have allowed a fair commission for purchasing.

THOMAS KENDALL:

Commonwealth of Massachusetts,
Suffolk, ss. Boston, December 17th, 1824.

Personally appeared this day before me, the above named Thomas Kendall, and made solemn oath to the truth of the above deposition, by him subscribed.

HENRY ORNE, Justice of the Peace,
and one of the Justices of the Police Court.

D. No. 3.

I, William D. Bell, of Boston, in the Commonwealth of Massachusetts, of lawful age to testify, depose and say, that during the late war with England, I was employed by Amasa Stetson, Esq. Deputy Commissary, in my business as a sail-maker, to make tents for the army of the United States, out of materials furnished me by the said Stetson. I always found, so far as I was employed by said Stetson, that he was vigilant to an extraordinary degree, for the interests of the Government, and procured his work to be done at a very low rate: he was also very exact in inspecting the work done, and the materials delivered, both to ascertain the goodness of the work, and that the quantity of materials was properly accounted for. So far as I knew of the manner in which Mr. Stetson procured tents to be made, by the number which I made for him, I should suppose his services to be worth at least fifty cents for each tent, for taking the materials of the Government, and causing them to be made into tents; with such an allowance to Major Stetson, the cost to the Government for the whole services in procuring their materials to be made up into tents, and compensating the labor of making them up, would be no more than a reasonable compensation—the allowance to Mr. Stetson, and my bill together, would amount only to a fair price for the whole service of converting the public materials into tents.

WILLIAM D. BELL.

Boston. Dec. 15th, 1824.

Commonwealth of Massachusetts,
Suffolk, ss. Boston, December 15th, 1824.

Personally appeared this day before me, the above named William D. Bell, and made solemn oath to the truth of the above deposition, by him subscribed.

HENRY ORNE, Justice of the Peace,
and one of the Justices of the Police Court.

To such as require further evidence than has been given, to satisfy them the claim is entitled to the consideration of Congress, extracts are given from seventeen of the letters which passed between the Commissary General and himself, between the 8th day of September, 1812, and 7th June, 1813, under the letter E. Also, the certificates of Major General Dearborn, Major General Ripley, and Colonel Freeman, district Paymaster.

E.

Philadelphia, September 8th, 1812.—"I am highly pleased with the prospect you hold out of being able to provide, to so great an extent, so excellent a material for shirts. If you are satisfied that the cotton and linen shirtings (three samples of which you enclose me,) will be durable, I have to request you to contract immediately for 200,000 yards, 30 inches wide, at 28 to 32 cents."

Again, September 21, 1812.—"When you have turned 50,000 yards of shirting into store, let me know it, as I want it forwarded for the southern troops, and I beg you to lose not a moment in procuring it. What number of stockings have you turned into store? I want from 5 to 10,000 pair also for the southern troops. Can you procure from 1 to 200,000 yards of the shirting, in addition to what you have been requested to furnish, and in what time? I wish you to buy freely of three point blankets, and even of two and a half, of good quality."

Again, the same day, from the Commissary General.—"You will please to provide with as little delay as possible, clothing for the 4th regiment; also, what clothing shall be returned for by General Boyd; for the recruiting service. It must be turned into the store by you."

Again, 2d October, from the same.—"I am glad you have purchased the blankets, buy all you can of three points, and duffels of good size and quality. Exercise your own judgment as to price."

Again, 5th October, from the same.—"I remitted to you, Saturday last, 10,710 dollars 40 cents. As far as you have funds in your hands, buy blue cloths and blankets, suitable for the army; your own judgment must be your guide." "Any goods suitable for the army, to be had in Boston, to the extent say of 20,000 dollars, in addition to the funds now in your hands, you will purchase. On a requisition from you for moneys, I will endeavor to remit you the amount requested, by return of mail."

Again, 5th October, from the same.—"I repeat to you that it is my wish you should buy all the blankets within your reach, at such price as you may deem proper. The truth is, we cannot do without the blankets, be the price what it may. I rely on your judgment and zeal for the service. Buy 500 pieces Russia sheeting; purchase all the ravens duck you can get for tents, not exceeding eighteen dollars; buy largely of cloths, blue for coats, and drab and mixed for overalls." "Draw for funds according to your instructions."

The following is an extract of a letter from Mr. Simmons, the Accountant, giving the reason why my claim of interest was disallowed, which was made when I rendered to the War Department my accounts to the 30th June. 1813, being for the first year.

Extract.—"It is the place of an agent to ask such advances of money, as his expenditures may require."

The following extracts are offered to show, that funds were not only asked for, but urged, in pressing terms, and that Government was informed moneys were borrowed to advance on its account:

Extract of a letter (by me) to the Commissary General, November 2, 1812.—"I am now indebted, sir, for blankets, and other woollen goods, and domestic articles, actually received in the clothing department, 56,500 dollars; also, for raven's duck, in Quartermaster's Department, 15,000 dollars, making 71,500 dollars, and must provide for the payment, which I beg you to remit, on account of these appropriations, with as little delay as possible. I have had to borrow at the bank, 36,000 dollars." [Funds having been promptly furnished, no interest was charged on this loan.]

Again, November 14, from the same to the same.—"I am, sir, very much in want of the 71,500 dollars, for the purposes stated in my letter of the 2d instant. Mr. Gray has loaned me 20,000 dollars, which I have drawn out, and I shall be obliged to resort to him again, or the bank, for money to meet my engagements, unless immediately relieved by government. If, sir, you conclude to take the 1000 pieces of duck I obtained the refusal of, 18,000 dollars, in addition to the above, will be required."

Extract of a letter received from the Commissary General, dated 19th December, 1812.

"I have requested the Secretary of War, that, in case Congress does not pass an early act of appropriation, some mode may be adopted, whereby I shall be enabled to relieve the Deputy Commissaries from their present embarrassments, through want of funds. I trust I shall be able to send you a considerable remittance soon."

Extract of a letter to the Commissary General, 23d December, 1812.

"My situation is extremely unpleasant; I know not how to proceed with the public business without money. I have this day received orders from Major General Dearborn, to procure and forward to Burlington, materials for 1400 bed sacks. I entered upon the duties of my office with a determination that the public interest should not suffer for want of personal attention, nor its credit for want of punctuality. I have attended to my duties day and night, paying punctually every demand when made. If without funds from Government, I paid my own money, and borrowed while in confidence I could rely on remittances being made. At length, I am out of money, indebted to my friends, to the bank, and almost every person who has furnished supplies on contract, and to those employed in

making clothing. Many of the contractors are keeping back their goods, others selling them to raise the cash which they expected to receive of me, to meet their engagements."

Again, to the Commissary General, 26th Jan. 1813. "I beg of you, as you regard the credit and interest of Government, to remit me, with as little delay as possible, 147,472 dolls. 44 cts. Many of the persons to whom this money is due, have waited several months for their pay; they are necessitous and impatient. I have done every thing in my power to prevent their becoming clamorous."

Again, to the Commissary General, 1st February, 1813. "Do the Government know the situation of this department, as it respects my district? And is it as bad in other districts? If it is, and Government know it, they cannot have reflected on its consequences. With funds seasonably remitted, I could make twice the provisions I have made for the two months past, with half the exertions, and to better satisfaction. I know not how to proceed without money. It occupies half my time to pacify those to whom I am indebted."

Extract of a letter from the Commissary General, 5th Feb. 1813.

"I will remit you, by to-morrow's mail, 10,000 dollars, a trifling sum, yet more than I can conveniently send at this moment. I am greatly embarrassed, owing to debts contracted on public account, and drafts accepted to save the credit of Government, and its agents. The strongest representations have been made to Government on this subject. Detailed statements of the debts of this department have been laid before the proper department. I personally stated to members of Congress, when at Washington, the absolute necessity of an immediate act of appropriation, for 1813, and the consequences to Government, if it did not take place; *your pressing applications*, and those of other Deputy Commissaries, have been constantly reiterated by me to the Secretary of War."

Extract from a letter of mine to the Commissary General, 5th March, 1813.

"So urgent have been the demands pressed upon this department, for near four months, without funds, that I have been necessitated to advance thirty or forty thousand dollars, which I have been obliged, to borrow at the banks, to relieve the necessity of some whom I am bound, by contract, to pay, and to pay for supplies, without which many articles of clothing must have stopped altogether."

Extract of a letter to the Commissary General, 12th March, 1813.

"No money would have induced me to have caused such embarrassments, distress, and unpleasant consequences, as I have been

instrumental in producing, by failing to comply with my engagements, entered into for army supplies, for the four months past. To alleviate these distresses, to maintain public credit, and save Government from reproach, I have hired more money than I ever borrowed for myself, however promising the advantages might appear to be. I hope and trust I shall soon be relieved from this unhappy situation. I have said and done every thing I can do, to prevent an open and general clamour against Government; I know not what to say; I can no longer pacify them."

From the Commissary General, 25th March.

"As I understand the loan is filled, I hope I shall be able to make you a large remittance soon."

Again, to the Commissary General, 7th April, 1813. "So urgent have been the demands on me for money, since the receipt of the \$20,000, that my whole time, by day, has been required to pacify those whom I cannot pay. But for the friendly assistance of the Hon. Mr. Gray, and loans obtained at the State Bank, I could not, with the load of debts which I have been left four or five months to sustain, have continued the public business. Permit me again, sir, to solicit your attention to the statement I had the honor to transmit on the 5th March, and, if Government have not provided funds sufficient for all existing demands, I entreat you to remit me a sum sufficient to satisfy the demands of those who can be no longer pacified. Fifty thousand dollars are now necessary for that purpose, without bringing into view any of the large sums for which I am now, and have been for a long time, paying interest." [*The 50,000 dolls. were furnished, as the letter of Thomas T. Tucker, Treasurer of the United States, of the 16th April, will show.*]

From the Commissary General, 14th April, 1813.

"Your pressing request for funds has been transmitted to the War Department."

Extract of a letter to the Commissary General, 7th June, 1813.

"I have the honor to acknowledge the receipt of your letter of instructions, which, though dated the 28th ult. did not reach me until to-day; from which, it appears, estimates in detail are required to accompany requisitions for funds. I cannot but hope that it may not be considered applicable to the requisitions which I had the honor to make on the 25th of April, 4th and 5th May.

As the accounts rendered to the 31st of March, exhibit a balance to my credit, of - - - - - \$45,674 19⁹/₄
The bills paid since that time, amount to \$63;571 64³/₄

Deduct draft from Treasurer U. States,				
since received,	-	-	-	50,000 00
				<hr/>
				13,571 64 $\frac{1}{2}$
To which add bills rendered, which I have not been				
able to raise funds to pay,	-	-	-	50,000 00
				<hr/>
				\$109,243 34 $\frac{1}{2}$

I entreat you, therefore, sir, to furnish the funds required on these requisitions, as soon as you, with convenience, can."

Presuming further evidence will not be required to satisfy Congress of the necessity there was for the loans resorted to, to fulfil engagements, or of the distress that necessity occasioned the petitioner, the following extracts are exhibited to show, not merely that the services rendered were required of him, but *that the preparing of the clothing tents, &c. was an intermediate process, independent of the acts of the Issuing Commissary, and distinct from the duty of a Deputy Purchasing Commissary, commencing after the purchase was completed*, by receiving the materials from the Military Storekeeper and receipting him for them, and re-delivering them into the arsenal, transformed into clothing, tents, &c. &c. prepared to be issued and for transportation, and the Storekeeper's receipt taken; of which distinct accounts were rendered to the Superintendent General of Military Supplies:

From the Commissary General, September 14, 1812. "Every article purchased by you, must be delivered to the Military Storekeeper at Boston or Charlestown—you will have duplicate bills made out, on which you will take receipts of the person from whom the article was purchased, for the amount paid him, and of the Storekeeper for the article or articles delivered to him, and the certificate of an Inspector, ought also to be annexed to said bills, to show the articles have been regularly examined and passed."

From the same, April 7, 1813. "There are 1550 pieces of Ravens Duck in the store at Boston or Charlestown—you had better have it made into tents, a proportion Horseman and Bell, immediately."

From the same, Dec. 5, 1812. "As Government is determined to push the recruiting for the army vigorously, I beg you will use all the expedition in your power to get the clothing made."

From the same again, Dec. 9, 1812. "It is the determination of Government to push the recruiting vigorously, in order to complete the Regiments now in service, and I find it is expected a considerable number of men will be enlisted in the Eastern States. I have, therefore, to request that you will have made, as fast as possible, the

clothing previously directed by me, that the Recruiting Service may not be suspended for a moment through want of it."

From the same, January 21, 1814. "You had better have made up as many knapsacks as the 5,000 horsehides will give, which you lately purchased."

From the same, September 21, 1812. "You will ascertain what clothing is in store at Boston or Charlestown, set it apart for those companies, provide the balance wanting, *turn it into store*, and inform those officers, or Lieutenant Whiting, that you have done so—you will also provide what clothing shall be returned for by Gen. Boyd for the recruiting service of the Infantry; *but it must be turned into store by you, as the receipt of the Storekeeper will be requisite* for you to have, in the adjustment of your accounts."

To the foregoing, the following are subjoined in relation to the duties of Issuing Commissary.

From the Secretary of War. War Department, April 29, 1813. "You will deliver to the order of the Commanding General at Boston, ammunition and such munitions as may be required for the Military Stores under your charge."

JOHN ARMSTRONG.

Again, through the Commissary General, Nov. 15, 1814. "You will direct your Issuing Commissaries that, whenever, by the order of the Commanding General, they are under the necessity of issuing clothing to the Volunteers or Militia, to report the quantity issued, for the Paymaster of the District, who will deduct the amount from the pay of each individual respectively."

JAMES MONROE.

From the Commissary General, January 4, 1814. "You will please to transmit to this office a statement, with as little delay as practicable, *exhibiting the quantity of clothing issued by you during the year 1813*; designating that issued for the Recruiting Service, from that for Regiments, or Corps, and to what Officers, and for what Corps or Regiment."

Ext. act from an Order of Major General Dearborn.—Military District, No. 1.—Head Quarters, Boston, 5th Sept. 1814.

"The Deputy Commissary of Purchases will immediately furnish for the use of the Militia to be called into the service of the United States—At Boston, 50 wall Tents, 360 common Tents, with 400 wooden bowls or tin pans, and 400 Camp kettles.—At Portsmouth, (N. H.) and Kitteroy, 26 wall Tents, 230 common Tents, 240 Camp kettles, and 240 tin pans or wooden bowls.—At Portland, 24

wall Tents, 180 common Tents, 300 Camp kettles, and 210 pans or wooden bowls.—At Wiscassett and its dependencies, 24 wall Tents, 180 common Tents, 200 Camp kettles, and 210 tin pans or wooden bowls. To all the tents, tent poles and pins will be also furnished by the Deputy Commissary.”

Having perused the within letter of Major Stetson, I am fully satisfied of the correctness of its contents, and I can with confidence and pleasure say, that I consider Major Stetson's services directed by the most patriotic and honest motives, and performed with good faith and strict integrity, and, as he has, at all times, been ready and willing to perform services when the public interest required it, that were not within the immediate line of his official duties, and which required great personal attention, I can conceive no substantial reason why he should not be allowed a reasonable compensation for such extra services.

H. DEARBORN.

Boston, December 1819.

I certify that the Hon. Amasa Stetson continued to discharge the duties of Deputy Commissary of Purchases, or rather Issuing Commissary, during the period of my command of Military Department No. 2, until April or May, 1816. His services were rendered indispensable, in the issuing of clothing, and the settlement of that species of account with the soldiers who were discharged during this period.

From the nature of his duties, I have no hesitation to say, he ought to receive an adequate compensation. During this period, besides the soldiers of New England that demanded discharges, there were great numbers who arrived from depots in England.

E. W. RIPLEY.

Major General U. S. A.

Washington City, Feb. 8, 1818.

I, Nehemiah Freeman, late District Paymaster, in the United States' Army, do certify, that, in adjusting the accounts of the soldiers, discharged in Boston in the years 1815 and 1816, when I found a balance of clothing due to a soldier, and I gave him, in obedience to the order of Major General Dearborn, a certificate or memorandum to Amasa Stetson, Esq. Deputy Commissary General to the late army, stating the article due, and I waited to be informed, in writing from Mr. Stetson, that the soldier had received the value of such claim before I closed his account. I further certify, that these cases must have been numerous, but that it is now out of my power to recall their number or dates; for, the documents, on which I stated each soldier's account of clothing, are the vouchers of my payments, and were quarterly transmitted to the Paymaster General at Washington.

Certified at Boston. this 10th day of January, 1820.

NEH. FREEMAN.

RECAPITULATION OF SERVICES RENDERED,

With statements showing the petitioner is without indemnity; with closing remarks on the subject.

THE PETITIONER PURCHASED 700,000 dollars worth of the military supplies, in the course of the war; large quantities of which were for the Southern Army—BORROWED ON HIS OWN CREDIT AND SECURITY, *specie for the use of Government*, (\$377,537 96.) and paid \$2081 49 interest on it, and *advanced* \$54,000, for which no interest is required—DREW FROM THE ARSENAL, *as he was required to do*, clothes, duck, horse-hides, &c.; and, after preparing them for the use of the army, re-delivered the proceeds thereof to the military storekeeper, consisting of 132,020 coats, vests, and other garments, in the *Clothing Department*; 24,973 tents, knapsacks, and other articles, *Quartermaster's Department, Ordnance Department, Military Hospital Department*, as the abstract thereof shows. ISSUED ALL THE AMMUNITION, *and other munitions of war*, required from the great depot of stores, for the North, at Boston, for the forts, the field, and the recruiting service; and also, for the hospitals, and prisoners of war, who, or the most of whom, were returned to that District. There having been no other officer of the general staff of the army stationed at that great depot than the military storekeeper, *almost every service, relating to the army, was also required of the petitioner—devolving on him, in executing the orders, intense application, great sacrifices and responsibilities, as the depositions at page 17 prove.*

THE PETITIONER ALSO UNDERTOOK, *as those orders required, the superintendence, care and responsibility, for the safe keeping of all the public property in Massachusetts*, from October, 1812, until its final disposition after the war. *In the performance of which, the petitioner repaired to the arsenal at Charlestown three to four times a week, in procuring guards, superintending them, and taking care of the property; and had, in time of the alarm, in 1814, to remove all the stores to Pittsfield, Dedham, and elsewhere, for safety, and there to take care of them; and after the peace, to collect every description of the public property, and transport it to Albany, Springfield, &c. Which services, or for the performance of which he requires no pay, devolved on him more responsibility and exertions, than are required of the officers of the Government, generally, who receive salaries of \$2000 per annum. IN ADDITION to which, the petitioner performed all the duties required of the ordnance officer at Boston, from the Summer of 1814, to the Fall of 1814—SUPERINTENDED the making of the clothing, tents, &c. which were made after December, 1814—Performed many of the duties of the Quartermaster, during the war; and, moreover, settled the clothing accounts of the soldiers, for discharge, after the war; and after his purchases ceased; in which he was as much occupied, for a year, as the District Paymaster in paying the men their wages.*

That all those services have been rendered by the petitioner, and most beneficially to the Government, the certificates of General Dear-

born, General Ripley, and Paymaster Freeman, show, and the positions of John Champney, D. Boardman, and J. Davenport, abundantly prove. *From the performance of those various services, by the petitioner, the Government saved, not only the pay of the officers, whose respective duty it was to have performed them, but realized, from the manner in which he performed them, immense advantages, which may be inferred from what, it may be demonstrated, the Government gained in a pecuniary point of view, and in the following particulars, viz.:*—

On less than \$30,000 of the specie with which 10,937 of three and three and a half point blankets were purchased. See statement of particulars at page 6, - - - - -	\$16,600 00
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The four-thirtieths saved by him of the cloths, of which 132,020 coats and other garments, in the Clothing Department, were made—materials for 17,602 garments, of the different kinds, then worth, on an average, \$2 50 each. See particulars at page 11, and depositions at pages 19 and 20, - - -	44,005 00
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Government gained, on the buttons, stocks, plumes, cockades, and eagles, cap-plates, and other trimmings for the dress of the soldiers, including leather caps, by causing them to be manufactured, 25 to 75 per cent. in the price of them, compared with what had been paid for them, and the price required for the like articles by those who held them for sale. And, trifling as the articles may seem to be, the gain amounted \$1 50 per man, \$1,500 to a regiment, and on the whole amount provided, to - - - - -	20,347 00
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In these three particulars, the gain to the Govern- } ment amounted to the sum of - - - - - }	\$80,352 09
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If the last of those items of gain constitute part of the \$700,000 purchased, as Purchasing Commissary, and it was the duty of the petitioner, as such, to buy them, and to provide them as cheap as he could, *it does not follow that it was his duty to create them—procuring them to be manufactured was gratuitous, and by it the saving of the \$20,347 was made for the Government.* If the advantages Government has derived from the other services rendered it, by the petitioner, were susceptible of demonstration, *as these are, and as the accounts rendered, compared with other accounts, prove them to be,* what must the advantages amount to, which the Government has realized on all the services rendered by him, *from the manner, merely, in which he performed them, and providing the funds.*

As indemnity for thus serving the Government, the petitioner, at the time of his resignation, (May, 1816,) required, at the War Department, in addition to the \$5,441 74, which had been allowed him for making purchases. \$12,009 25. Failing to obtain his claim

through the Department of War, though the least which could indemnify him, and the least the Government could in justice offer, Congress was appealed to in 1821 '22, for redress, where after repeated refusals by the Committee of Claims, on the part of the House of Representatives, much expense and delay had occurred, and when the simple interest on the claim had increased it to \$17,773 69, the act of May, 1824, was passed, providing for paying \$6,215 only of it, and composed of the items following, viz. :—

The repayment of the cash which the petitioner advanced for the Government in 1812-13, as interest on the money borrowed, amounting to, - - - - - \$2,081 49

Interest on the warrants issued in his favor, by the Government in 1814-15, until paid November, 1815, 514 85

His pay and emoluments as Issuing Commissary, 3 years, 3½ months, - - - - - 3,618 66

\$6,215 00

This grant allows him nothing for the interest on the \$2,081 49 which he advanced for the Government, and which was not returned to him for eleven years afterwards, although the Senate expressly directed its Committee to report a bill providing for such an allowance, and passed when reported.

It allows him nothing to indemnify him for the difference in the amount of specie which he had paid for goods bought for the Government, and the amount which the Government refunded to him in Treasury notes:

It allows him nothing for his trouble and responsibility in negotiating the loans:

It allows him nothing for his trouble in his agency of *procuring the making of immense quantities of clothing, not within the line of his duty, either as a purchasing or issuing commissary:*

And, finally, it does not allow him all the emoluments of a Deputy Quartermaster General, provided by the act for the office of an issuing commissary; nor has any thing been allowed for any other services not here enumerated.

That the language of the bill, purporting to have provided an indemnity when it does not, will not affect this claim, he humbly trusts. If the recital were true, that it was a full indemnity, then it would be answer enough to the petitioner's claim that he was already indemnified, and the recital would add no strength to it. If it were not true that he had received an indemnity, the language was a mistake, and Congress certainly will not avail itself of a mistake in its own language, to defeat the just claims of one of its citizens.—The language is that of Congress, and not of the petitioner, and cannot be construed into an acknowledgement that he has been indemnified. It is indeed, of no other import than that the Committee of Claims of the House of Representatives, were of opinion that the sum granted him was a sufficient indemnity for all his advances and

services; it is, however, the correctness of that opinion which the petitioner controverts, and which he submits to the justice of Congress. If the receipt of the grant could have been deemed an admission by the petitioner, that he was satisfied in full, he would have declined the grant; but the assurances of some of the most distinguished members of Congress that such would not be its effect, reconciled him to its language. The grant was made at a late moment of a long and laborious session, in the general pressure of business, and the language of it could not have been modified in either House without postponing its consideration to another session.

— 36 —

The report made to the Senate by the Hon. Mr. CHASE, Chairman of the Committee of Claims, at the session of 1825-6, recommends the allowance of a commission on sums borrowed by the petitioner for the use of the government; it also admits the performance of the services which form the consideration of the 4th item of claim, but does not recommend any allowance on that head. As these two items constitute the most important part of the claim of the petitioner, he hopes a few remarks on the subject may be allowed him.

In regard to the 4th item, the committee admit the fact, that the petitioner, at the urgent request of the Commissary General, and of the Commanding General, undertook the difficult and responsible duty of receiving from the public store the materials for making 132,020 coats, vests, and other garments, and 24,973 tents, knapsacks, and other articles: that he had also charge of the extensive military depots, and all the military property in that district, during the period of his service, there being no other staff-officer in the district, except one store-keeper: that a *saving of many thousand dollars* was effected in manufacturing of the articles of *cloth ng only*. The committee consider that the services performed by the petitioner, do not come within the range of duties either of Purchasing or Issuing Commissary, but constitute a *distinct and entire concern*: that the petitioner performed the same with zeal and ability, highly commendable, and that his rate of charges for the service is *considerably less* than the *estimated value* of the services, as *certified, on oath, by competent judges.*" Yet the committee conclude that he ought not to be paid for them, because his compensation, being the compensation fixed by law, for other services, was a sufficient remuneration for his time, trouble and responsibility.

The petitioner hopes the committee of the Senate will pardon him, if he finds it difficult to come, from their premises, to their conclusion. The petitioner has been paid the legal and reasonable compensation for certain services, and therefore ought not to be paid for other services. If these services had not been performed, the petitioner would have been justly entitled to all his pay, and yet the performance of these services creates no new claim. Notwithstand-

ing they were *exceedingly laborious and expensive to him*, and were performed with a zeal and ability highly commendable; notwithstanding a saving of many thousand dollars to the government was effected by them, in the manufacturing of only a part of the articles, besides what was saved in the manufacturing of other parts; notwithstanding these services do not come within the range of the duties for which he has been paid, and were undertaken at the urgent request of the Commissary General and Commanding General, yet he is not to be paid for them. If he had performed only the services for which he was paid, and another person had performed the services in question, the petitioner would have been entitled to his pay, while the other would have been entitled to a distinct compensation; yet, because these services were performed by the petitioner, no compensation is to be made for them. A conclusion which seems so little to follow from the premises, it is difficult to acquiesce in, and requires a notice of the grounds on which the committee seem to have come to it. As the committee have not stated their grounds at large, the petitioner is, in some measure, left to conjecture them, and assume them to be—1st, that he is to be paid only a sufficient compensation for the *time* he was employed, whatever might be the value of the services in which he was engaged; and, 2d, that the compensation already made to him was adequate to the time during which he was employed. If these grounds, or either of them, should fail, is not the conclusion one which the committee would not wish to sanction? Now, in regard to the first ground, it may be asked, is a rate of compensation for time adequate to a grade of services involving *risk and responsibility*? When the merchant purchases or sells a large amount of property, on commission, is the compensation measured only by the time he is employed? Is the responsibility of receiving and paying over money, involving the risk of the genuineness of the currency, measured only by the time it employs? Does the banker who negotiates for governments immense sums of money, and risks the chance of selling the loan, at the rate of premium for which he has stipulated, receive a compensation only for the time he bestows? Would the contractor for a canal, who underlets to different sub-contractors the whole enterprise, and for whose fidelity and performances he is responsible, be paid only for his time in making the contracts? Was the late Vice President Tompkins paid only for his *time*, by the commission on the amount of money he negotiated for the government during the late war? Nay, was not his whole time sufficiently compensated without any part of this commission, by his pay, at the same time, as Governor of New-York, and as Major General of the United States? Was there no responsibility and risk incurred by this petitioner? Was there no *hazard* in receipting for rough materials to the military store-keeper, to return the amount in manufactured articles—none in employing hundreds of workmen, for whom he was responsible, for their skill, for their fidelity, for accidents, by which the property, or a part of it, might have been lost, or stolen, or de-

stroyed, without the means of satisfactory evidence to account it, or only to be obtained at a great expense to the petitioner? Was there no responsibility in adjusting so many accounts, in paying out such sums of money, in guarding against mistakes, accidents, loss of vouchers or money? Was there no responsibility in adjusting accounts with the government, for all these transactions? Was there no hazard involved by the undertaking to the private property of the petitioner? *Was there no expense to him, attending these transactions?* If these services were required of him, were not within the line of his duty, and were productive of a great benefit to the government, is there nothing of risk, of responsibility, of solicitude, of expense which may be made the subject of compensation? But even on the ground of *time*, why should he not be paid? He did not neglect other duties to the government in performing these—the time employed in other duties fixed his right to the compensation which the law had provided for the discharge of them, and the residue of his time was his own, and might have been employed in his private business. Was the bestowal of this *time* nothing? “The petitioner,” says the committee, “employed diligently his afternoons and evenings, until a late hour, in attending to this business, during the whole period of its transaction,” and yet, for even this *time*, so diligently and anxiously bestowed, and for services of so much risk, responsibility and value, he is to be paid—*nothing!*

The second ground assumed by the Committee as the basis of their report, is that the allowance already made to the Petitioner, has been a full compensation for his services. As the report implies, that the services rendered would merit a compensation, if the payment already made for other services of a distinct nature was not sufficient, not only for those services which the payment was intended to remunerate, but even for these in question also. It would, it is presumed, be a sufficient answer to the objection to them, that the amounts already paid, would not leave the petitioner remunerated for the services it was his duty to render, independent of those extra services, for which he now claims compensation. The annexed table No. 1, contains a summary statement of the result in a pecuniary point of view of the agency to him. It conclusively shows, that all the amount he has received from the Government, does not make good his cash advances and payments on the Government's account. The question is, whether or not he has received such a compensation, as pays a full equivalent for all his duties in the agency, and leaves him in fact an equitable equivalent for services he was not bound to render. If on the whole, he has received an equitable equivalent, he should claim no more; if he has not, then the value and importance of the services in question, entitle him, in the opinion of the Committee, to an allowance. The fact that the Petitioner advanced specie for the Government, and was paid in treasury notes; that he contracted debts at specie prices, and was supplied with treasury notes to pay them, which he could use only at a discount,

incontested and incontestible: That the advance of a sum in one currency, and a repayment in another of a less denomination,—that a payment on account of the Government of a sum, which in fact was never refunded to him but in part, whatever the sum may be, leaves him a creditor, legally as well as equitably, he has already insisted. He has contended that the rule in regard to treasury notes which has been applied in other cases by the Government, is not, on the same grounds, applicable in this case. But waving this view of the subject for the sake of the argument, and admitting, what he cannot admit, that whatever his loss may have been on this head, it is one for which the Government cannot indemnify him, still the fact cannot be questioned that the Petitioner has sustained the loss. The amount he paid, in fact over the amount refunded to him, was, with the interest \$3,872 48. Now his pay as Issuing Commissary was only \$3,618 66, leaving \$253 82, by which his remuneration fell short of his actual payments. But in this point of view, it is also to be considered, that he was not paid as Issuing Commissary until after the act of May, 1824, for services rendered eight or ten years before. Is the same sum; eight or ten years after services are rendered, equivalent to its amount paid at the time? Can a merchant afford to sell goods, or a laborer to work, for payment to be made, without interest, ten years after the goods are sold, or the work done, at the same price as if paid for at the time, in cash. Besides this payment was not made until three or four journeys to Washington, and the greater part of three or four sessions passed in supporting the petition. If the payment 10 years after services are rendered be not equal to a payment at the time, how is it, when not only the delay is incurred, but an immense expense of time and money, by the mode by which the payment is ultimately obtained? At what rate could a merchant afford to sell goods, to be paid for ten years afterwards, and after an attendance of three or four sessions in petitioning Congress? The question is not now, whether these expenses and delays, were such as Congress ought specifically to indemnify, but whether a payment at such a time, and in such a manner, leaves when equitably considered, such a compensation for one class of services, as to induce the Committee to refuse payment for another, whose value is admitted, and the obligation to pay for which would not be denied, if a sufficient equivalent had not already been given. The argument is that the petitioner ought not to be paid for actual valuable services, because in fact, he has otherwise received a sufficient equivalent. Has he received this equivalent? Has he gotten reward enough, in the opinion of the Committee, for his agency? Has the pecuniary advantage been so great, that a just and reasonable remuneration of the services in question, such as considered in themselves, they would be equitably entitled to, ought not to be made. Does his remuneration, upon the whole, leave him sufficiently compensated, without the payment for this just claim?

The illustration here attempted, relates only to one branch of those items by which he has sustained an actual loss. The same

reasoning is applicable to the other branches of items in the table No. 1, and shows that when the whole are taken into view, he is not refunded the cost of agency, independent altogether of all his time, and of all his services.

The other item alluded to, which is the third in the list of claims, is a commission for negotiating loans for the use of the government, amounting to \$377,537 96 cents. The petitioner is happy to believe, that in regard to this item at least, his claim stands on grounds already sanctioned by the government, and against which, the want of existing precedents, and the danger of new, can form no objection. In regard to this subject, the committee of the senate in their report, state "that at an early period of the late war, the Secretary of War, and the Commissary General, made urgent and repeated calls on the petitioner, to make large purchases of clothing and military stores for the use of the army, and as the petitioner was, at *that most pressing period* without funds of the government to make such purchases, he was directed to contract for them *on his own credit*, and was assured he should be supplied with funds in season to fulfil his contract; he complied with those directions, and between the 15th October 1812, and 1st July 1813, to enable him to transact the business thus entrusted to him, with economy and advantage; *he borrowed on his own security*, for the use of the United States, \$377,637 96." And the committee conclude with an opinion, that the commission should be allowed him.

The report of the committee sustains all the grounds on which the petitioner rests his claim—he was directed to purchase the goods on his own credit, with a promise of funds to meet the purchase; they were not furnished, but the money was raised on his own credit, and the demands paid. The interest, which he paid \$2,081 49 cents, was not repaid to him until 1824. The committee further characterise the time when the loans were negotiated as a "most pressing period," and they were loaned to supply articles of the first necessity to the defence of the country. It is a notorious fact, that the government at that time could not obtain loans in this part of the country; and could obtain them in other parts only in depreciated paper, and at an immense premium. The loans he obtained, was in specie and at par. The pressure at the time was unprecedented, and the necessity so great, that with or without money, the supplies could not be dispensed with—they were in part for the clothing of a perishing army. The importance of the loan could not well have been exceeded by any made in any quarter of the country, at any period of the war. The advantage of the loan to the government may be estimated in part, from the single fact before stated, that with less than 30,000 dollars of this money, he purchased near 11,000 blankets, which were worth when the government furnished him afterwards with money to pay for them, an advance of more than 16,000 dollars. The trouble of negotiating a loan, the responsibility of his own credit, the harrassing and perplexing circumstances in which he was placed, the pressing necessities of the gov-

ernment and the army, and the actual pecuniary saving effected by it, all conduce to render the loan as important to the nation in proportion to its amount, and as proper a subject for compensation to him, as any which could have been negotiated during the war.— Under similar circumstances, the late Vice-President Tompkins was allowed a commission of five per cent., and the late Governor Blount of Tennessee, has also been allowed a commission of $2\frac{1}{2}$ per cent. on about 370,000 dollars, raised by him on his own credit, during the same war, for purchases of the same character, but it is humbly conceived, under circumstances far less difficult, and with advantages to the government much inferior to mine. It is impossible for this petitioner to suppose that a commission at least equal to that allowed to Governor Blount will be refused to him.

TABLE No. I.

This Statement is exhibited, merely to show that the payments made to the petitioner by the Government, are not sufficient to indemnify him for advancing the money for the public, and the expences which the agency occasioned him.

Viz: The interest paid in 1812-13 for the use of the \$377,537 96 specie borrowed; for the re-payment of which, Congress provided, by the act of May 24th 1824,	\$2,081 49
Interest on the items of which the 2,081 49 was composed, from 15th Oct. 1812, the time when paid respectively, to 30th June, 1813, when stated in the account rendered, and also since that time,	73 60
Interest on the 2,081 49 from 1st July, 1813, when claimed, to 24th May, 1824, when re-paid by the Act aforesaid, of the 18th Congress,	1,361 30
Interest thereon, since 24th May, 1824,	218 80
	1,580 10
Interest on the two warrants, issued in 1814-15, while due, to 11th Nov. 1815, and which was allowed by the aforesaid act, May 24th, 1824	514 85
Interest on the 514 85, from 11th Nov. 1815, to May 24th, 1824,	262 57
	777 42
Loss on the Treasury notes, with which the warrant of 1814, for 8,592 41, was reduced to that of 1815, for 5,917 80, when at a discount of 25 per cent	668 65
Twelve years interest on the amount of that loss	481 42
	1,150 07
Interest on the money for which the warrant aforesaid of 8,522 41, was issued 30th Sept, 1814, from the time it was advanced, say $1\frac{1}{2}$ months, until the warrant for it was issued 30th Sept. as aforesaid, and also on the amount since that time,	112 44

Short payment of the warrant aforesaid, of 1815, for 5,917 80; Treasury notes having been remitted 11th Nov. 1815, with which to pay it, when, at a discount of $12\frac{1}{2}$ per cent.	-	-	-	739 72 $\frac{1}{2}$	
Interest on the 739 72 $\frac{1}{2}$, since 11th Nov. 1815, amounting to the sum of	-	-	-	495 60	
				<hr/>	1,235 32 $\frac{1}{2}$
Interest on 1,645 30, advanced as per account, in the quarter ending 31st Dec. 1814, in which was included contingent expences, which he had been advancing from the commencement of the war; which, with the loss on Treasury notes with which it was paid, when at a discount of 25 per cent. could not have been less than	-	-	-	-	760 00
Amount expended for fuel, lights, stationary, postage, and assistants. (beyond the contingent expenses allowed at the War Department) for which expenditures, regular bills could not be obtained, when known to him in 1815, that the Government repaid to other commissaries such expences, which with payments to porters, and for tolls, in attending to the arsenal at Charlestown, with interest on it, must have amounted to	-	-	-	-	860 00
Cash paid for defending against an action brought to try the efficacy of Massachusetts laws, in collecting public debts, of public agents,	-	-	-	-	30 00
Expenses incurred in explaining my claim and urging on the Government payment of it, having employed an agent, and myself made four journies to Washington, resided there 282 days, and actually paid away for writing, printing, and other expences, in addition to those for travelling and maintainance, at least two hundred dollars; and if the allowance for time and travel be estimated at 6 dollars, formerly allowed members of Congress, and which I understand the Navy Department has allowed to Navy Agents, when adjusting their accounts with the Government, I must have incurred an expence, to May 1824, the time when the grant of 6,215 dollars was made, by the 18th Congress, at least, of	-	-	-	-	4,892 00
Expenses incurred on account of the government, in the winter of 1814-15. Having been long without funds or information from the government; overwhelmed with debt, and such the exasperation of the public creditors, at the delay of payment and depreciated state of the public credit, that I could not proceed with the business among them, and repaired to the government at Washington for relief. after the capture and conflagration of that city by the British.					

Finding the Treasury without means to afford the relief sought for; despairing of success, with exhausted patience from delay, I returned with \$12,000 in Treasury Notes, merely when at a depreciation of 25 per cent. to re-assume my unhappy station, and appease, as well as I could, the desponding creditors of the government, some of whom had resorted to actions against me to recover public debts. The expense of travel in this journey, together with the time lost, on the principle before stated, amount to

604 00

And the personal expenses, occasioned by the agency, which were greatly increased by the various services rendered, and the unusual application to the making of clothing, &c. could not have been less than 500 dolls. a year, which, for the 3 years, 10³/₄ months, must have amounted—say to

2,000 00

Amounting to a total of - - - \$16,156 44¹/₂

From which deduct, the payments made me by the government—viz:

The allowances for making the purchases, \$5,441 74

The grant made by the 18th Congress, by the act of the 24th May. - - - 6,215 00

 11,656 74¹/₂

 4,499 74¹/₂

Thus, demonstrating that the losses sustained in aiding the government, and expenses incurred by my agency, to May, 1824, (the time of the grant made by Congress,) have not only taken all the payments made to me, for my services, by the government, but deprived me of the additional sum of \$4,499 70¹/₂; and this statement does not contain all the losses which the agency occasioned me, by several thousand dollars; as may be found by recurring to the statement of my case, at page 4

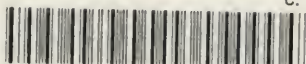
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